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 11 EAN SERVICES, LLC, EAN HOLDINGS, LLC, ENTERPRISE  
 12 LEASING COMPANY OF CHICAGO, LLC, ENTERPRISE  
 13 RENT-A-CAR COMPANY OF SAN FRANCISCO, LLC, and  
 14 ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES,  
 15 LLC

## 16 SUPERIOR COURT OF CALIFORNIA

## 17 COUNTY OF LOS ANGELES – UNLIMITED JURISDICTION

18 EAN SERVICES, LLC, EAN HOLDINGS,  
 19 LLC, ENTERPRISE LEASING COMPANY  
 20 OF CHICAGO, LLC, ENTERPRISE RENT-A-  
 21 CAR COMPANY OF SAN FRANCISCO,  
 22 LLC, AND ENTERPRISE RENT-A-CAR  
 23 COMPANY OF LOS ANGELES, LLC,

Case No.

COMPLAINT FOR BREACH OF  
CONTRACT AND NEGLIGENCE

24 Plaintiffs,

v.

25 SCOOBEEZ; and DOES 1-500, inclusive;

Defendants.

26 Plaintiffs EAN SERVICES, LLC, EAN HOLDINGS, LLC, ENTERPRISE LEASING  
 27 COMPANY OF CHICAGO, LLC, ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO,  
 28 LLC, and ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC (hereinafter,  
 collectively, Plaintiffs), complain against defendants SCOOBEEZ and DOES 1 through 500  
 (hereinafter, collectively referred to as "Defendants") and allege as follows:

**PARTIES AND VENUE**

29 1. Plaintiff EAN SERVICES, LLC (hereinafter, "EAN Services") is now, and at all  
 30 times herein mentioned was, a limited liability company formed in the State of Delaware. EAN

1 is duly authorized to do business in the State of California.

2       2. Plaintiff EAN HOLDINGS, LLC (hereinafter, "EAN Holdings") is now, and at all  
3 times herein mentioned was, a limited liability company formed in the State of Delaware. EAN  
4 is duly authorized to do business in the State of California.

5       3. Plaintiff ENTERPRISE LEASING COMPANY OF CHICAGO, LLC  
6 (hereinafter, "Enterprise Leasing Chicago") is now, and at all times herein mentioned was, a  
7 limited liability company formed in the State of Delaware.

8       4. Plaintiff ENTERPRISE RENT-A-CAR COMPANY OF SAN FRANCISCO,  
9 LLC (hereinafter, "ERAC San Francisco") is now, and at all times herein mentioned was, a  
10 limited liability company formed in the State of Delaware. ERAC San Francisco is duly  
11 authorized to do business in the State of California.

12       5. Plaintiff ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC  
13 (hereinafter, "ERAC Los Angeles") is now, and at all times herein mentioned was, a limited  
14 liability company formed in the State of Delaware. ERAC Los Angeles is duly authorized to do  
15 business in the State of California.

16       6. Plaintiffs EAN Services, EAN Holdings, Enterprise Leasing, ERAC San  
17 Francisco, and ERAC Los Angeles are hereinafter collectively referred to "Plaintiffs."

18       7. Plaintiffs are informed and believe and based thereon allege that Defendant  
19 SCOOBEZ is a corporation duly organized and existing under the laws of the State of  
20 California with its principal place of business in the City of Pasadena, County of Los Angeles,  
21 California.

22       8. Each defendant herein was the agent of one or more of the other defendants  
23 herein, and the acts complained of were committed within the scope of such agency, so that each  
24 defendant is jointly and severally responsible for the acts complained of herein.

25       9. The true names and capacities, whether individual, corporate, associate or  
26 otherwise, of the defendants, DOES 1 through 500, inclusive, are unknown to plaintiff, who  
27 therefore sues such defendants by such fictitious names, and plaintiff will amend this complaint  
28 to show their true names and capacities when the same have been ascertained. Plaintiffs are

1 informed and believe and thereon allege that each of the defendants, DOES 1 through 500,  
2 inclusive, is responsible under the law in some manner, negligently, in warranty, strictly or  
3 otherwise, for the events and happenings herein referred and proximately caused the damages to  
4 Plaintiffs as herein alleged.

5       10.     Venue is proper in this Court because the contract(s) upon which this Complaint  
6 is based and the conduct complained of, were, respectively, entered into, occurred in significant  
7 part in this county, and the defendant SCOOBEEZ has its principal place of business and is  
8 incorporated in this county.

#### GENERAL ALLEGATIONS

10       11.    At all relevant times herein, Plaintiffs EAN Holdings, Enterprise Leasing  
11 Chicago, ERAC San Francisco, and ERAC Los Angeles each owned and/or rented various  
12 commercial vehicles to SCOOBEEZ and DOES 1 through 500.

13       12.    Plaintiffs are informed and believe and based thereon allege that defendant  
14 SCOOBEEZ is a delivery company.

15       13.    On or about May 15, 2016, plaintiff EAN Services and defendant SCOOBEEZ  
16 entered into a written Corporate Partner Program Services Agreement ("Agreement").

17       14.    Paragraph 1 of the Agreement provides in part, as follows:

18       "Affiliates; Scope of Agreement. [Defendant SCOOBEEZ] understands that  
19 EAN intends to, and shall have the right to, delegate the performance of certain of  
20 its obligations and duties under this Agreement (including, without limitation, all  
21 obligations and duties relating to the rental of vehicles) to one or more affiliates of  
22 EAN (each, an "Affiliate" and collectively, the "Affiliates") and to make  
23 available to [Defendant SCOOBEEZ] a network of independently owned  
franchisees and licensees (collectively "Franchisees") operating Enterprise Rent-  
A-Car and National Car Rental brand vehicle rental locations from which  
[Defendant SCOOBEEZ] may rent vehicles at the Rates provided herein in  
locations where EAN itself does not operate..."

24       15.    The Terms and Conditions in Schedule 1, paragraph 4 of the Agreement provide  
25 in part, as follows:

26       **"Physical Damage.** For rentals to Eligible Renters for leisure use, the Eligible  
27 Renter shall be responsible for damage to or loss of the vehicle in accordance with  
the terms and conditions of the applicable Rental Contract. For Business Use  
28 rentals, the Eligible Renter and Customer shall be responsible for damage to the

1 vehicle, except to the extent as otherwise provided herein. Eligible Renters can  
2 elect to purchase optional Damage Waiver ("DW") (which may be described as  
3 LDW or CDW in the applicable Rental Contract) at the origination of the rental if  
not included within the Rates herein."

4 16. Pursuant to the Terms and Conditions in Schedule 2, 3 and 4 of the Agreement:

5 **"DW FOR BUSINESS RENTALS.** For rentals to Customer's employees and agents  
6 ("Representatives") for business use who are 21 years old or older only, Base Rental  
7 Charges include full DW (with \$2,500 Customer retained responsibility) upon the terms  
and subject to the limitations set forth in Enterprise's then standard form of rental contact  
("Rental Contract").

8 17. On or about May 20, 2016, plaintiff EAN Services and defendant SCOOBEEZ  
9 entered into amendment 2 of the Agreement whereby the name of SCOOBEEZ was changed  
10 from Scoobeez, Inc. to Scoobeez.

11 18. On or about September 8, 2016, plaintiff EAN Services and defendant  
12 SCOOBEEZ entered into amendment 3 of the Agreement to modify Account Numbers and add a  
13 Special City Commercial Truck Programs for the term of the Agreement.

14 19. On April 7, 2017, plaintiff EAN Services and defendant SCOOBEEZ entered into  
15 amendment 4 of the Agreement, whereby the Customer Retained Responsibility changed to  
16 \$2,000 for schedules 2, 3, 4, 8, and 9 of the Agreement as follows:

17 **"DW FOR BUSINESS RENTALS.** For rentals to Customer's employees ad agents  
18 ("Representatives") for business use who are 21 years old or older only, Base Rental  
19 Charges include full DW (with \$2,000 Customer retained responsibility) upon the terms  
and subject to the limitations set forth in Enterprise's then standard form of rental  
contact."

20 20. On or about May 5, 2017, an amendment to schedule 3 was executed modifying  
21 the customer retained responsibility amount to \$2,500.00.

22 21. On or about November 1, 2017, plaintiff EAN Services and defendant  
23 SCOOBEEZ entered into amendment 4 of the Agreement, whereby the Retained Responsibility  
24 was modified to \$2,000 for all rental locations excluding Dallas, which was \$2,500.

25 22. Pursuant to the Agreement, plaintiff EAN delegated the performance of its  
26 obligations and duties relating to the rental of vehicles to its affiliates.

27 23. Commencing on or about May 15, 2016, plaintiff EAN Services and its affiliates

1 including EAN Holdings, Enterprise Leasing Chicago, ERAC San Francisco, and ERAC Los  
2 Angeles, rented various commercial vehicles to defendant SCOOBEEZ in the United States  
3 including in California, Illinois, and Texas pursuant to the Agreement and its subsequent  
4 amendments and associated rental contracts. Upon defendant SCOOBEEZ' return of various  
5 commercial vehicles to Plaintiffs between approximately July 5, 2016 and January 25, 2018, it  
6 was determined that approximately 400 vehicles sustained significant property damage sustained  
7 significant property damage while in possession of defendant SCOOBEEZ and its agents,  
8 including DOES 1 through 500. The property damage to Plaintiffs' vehicles includes, but is not  
9 limited to, dented, scratched, scraped, scuffed, and bent doors, side panels, front bumpers, rear  
10 bumpers, and roofs, scratched and cracked windows, windshields, and mirrors, tire punctures,  
11 missing tires, missing headrests, collision damage, and various types of interior damage.

12       24. Defendant SCOOBEEZ and DOES 1 through 500 owe a substantial sum of  
13 money to Plaintiffs for damages to the commercial vehicles rented by Plaintiffs to Defendant  
14 SCOOBEEZ and DOES 1 through 500, in an amount to be established at trial, but in a minimum  
15 of \$712,237.43.

## **FIRST CAUSE OF ACTION**

17 (Breach of Written Contract – Against All Defendants)

18       25. Plaintiffs incorporate herein by reference all allegations of paragraphs 1 through  
19 24 as though fully set forth herein.

20       26. The Agreement between plaintiff EAN Services and defendant SCOOBEEZ, and  
21 the written rental contracts between plaintiff EAN Services' affiliates including EAN Holdings,  
22 Enterprise Leasing Chicago, ERAC San Francisco, and ERAC Los Angeles, and SCOOBEEZ  
23 and its agents, including DOES 1 through 500, are valid and enforceable.

24       27. Pursuant to the terms of the Agreement between plaintiff EAN Services and  
25 SCOOBEEZ, and the written rental contracts between plaintiff EAN's affiliates including EAN  
26 Holdings, Enterprise Leasing Chicago, ERAC San Francisco, and ERAC Los Angeles, and  
27 SCOOBEEZ and its agents, including DOES 1 through 500, Plaintiffs have performed all  
28 obligations required to be performed on Plaintiffs' part under the Agreement.

1       28. As set forth in the Agreement, defendant SCOOBEEZ agreed to rent certain  
2 commercial vehicles from Plaintiffs. Pursuant to the Agreement, as amended, defendant  
3 SCOOBEEZ agreed to be responsible for any and all loss or damage up to the varying limits  
4 described as "Retained Responsibility."

5       29. Despite the repeated demands by Plaintiffs, defendant SCOOBEEZ has failed and  
6 refused to pay for certain damages to rental vehicles as required under the Agreement.

7       30. By reason of defendant SCOOBEEZ' failure and refusal to pay the amounts owed  
8 for the damaged vehicles as required under the Agreement, defendant SCOOBEEZ has breached  
9 the Agreement.

10       31. As a result of defendant SCOOBEZ' breaches of the Agreement, Plaintiffs have  
11 been damaged in an amount to be established at trial, but in a minimum of \$712,237.43,  
12 exclusive of costs and interest.

## **SECOND CAUSE OF ACTION**

(Negligence – Against All Defendants)

15 | 32. Plaintiffs incorporate herein by reference all allegations of paragraphs 1 through  
16 | 31 as though fully set forth herein.

17       33. Defendant SCOOBEEZ and DOES 1 through 500 owed Plaintiffs a duty of  
18 reasonable care to keep the rental vehicles free from damage.

19       34. Plaintiffs allege that defendant SCOOBEEZ and DOES 1 through 500 were the  
20 legal (proximate) cause of damages to Plaintiffs. Specifically, as a result of Defendant  
21 SCOOBEEZ and DOES 1 through 500's negligent acts and/or omissions, approximately 400  
22 commercial vehicles rented from Plaintiffs to SCOOBEEZ and DOES 1 through 500 sustained  
23 significant property damage.

24       35. As a result of the negligence of defendant SCOOBEZ and DOES 1 through 500,  
25 Plaintiffs have been damaged in an amount to be established at trial, but in a minimum of  
26 \$712,237.43, exclusive of costs and interest.

27 WHEREFORE, Plaintiffs pray for judgment against defendants SCOOBEEZ and DOES  
28 1-500 as follows:

1. For an award of compensatory damages according to proof at trial, but a minimum of \$712,237.43;
2. For costs of suit incurred herein;
3. For prejudgment interest;
4. For such other relief that the court considers just and proper.

DATED: May 21, 2019

SELMAN BREITMAN LLP

Bv:

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RYAN M. SELLERS~~

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